

## Agreement for Fencing in City Easement

Name of Owner: \_\_\_\_\_

Name of Development: \_\_\_\_\_

Address of Development: \_\_\_\_\_

Plat Book \_\_\_\_\_ Page \_\_\_\_\_ Lot \_\_\_\_\_

Easement: Sanitary Sewer \_\_\_\_\_ Water \_\_\_\_\_

Location of Easement: \_\_\_\_\_

The Owner hereby requests permission to place fencing in the above referenced dedicated easement. Owner acknowledges that any permission given by City to Owner to place fencing in a dedicated easement does not waive or modify the City of Murfreesboro's rights as the easement holder. Owner understands and agrees that the City of Murfreesboro or its authorized contractor may at any time and for any reason perform work within the dedicated easement and that the City shall have no liability to Owner for any damage to the fencing in the easement. Owner may be held responsible for the removal of the fencing to enable work to be done by City. Owner shall be solely responsible for any costs incurred in repairing or replacing the fencing. Owner understands that the City of Murfreesboro reserves the right to limit or to totally withdraw this permission to place fencing within a dedicated easement if such fencing is interfering with the City's use of the easement, or for any other appropriate reason. Owner shall inform any successor Owner of the terms and conditions of this Agreement.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

The City of Murfreesboro hereby grants \_\_\_\_\_  
permission to fence within its easement at this location subject to these terms and conditions.

CITY OF MURFREESBORO

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

For a water or sanitary sewer easement, this Agreement must be signed by the Director of Water & Sewer Department or designee.